

MEMORANDUM OF UNDERSTANDING

BETWEEN AND FOR THE

CITY OF FRESNO

AND

**FRESNO POLICE OFFICERS ASSOCIATION
(Police Management-Unit 9)**

Fiscal Years
2002 - 2004

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LEGEND

* * *	= deleted old language
[§ deleted]	= section/subsection deleted/moved
[§§ deleted]	= two or more sections/subsections deleted/moved
bold type	= new language

ARTICLE I

PREAMBLE

A. PURPOSE

This Memorandum of Understanding, **hereinafter MOU**, entered into between the City of Fresno, hereinafter referred to as the City, and the Fresno Police Officers Association, Police Management Unit, hereinafter referred to as the Association **or Unit**, has as its purpose * * * **to** establish wages, hours, and other terms and conditions of employment for members of this **Unit**.

B. DEFINITIONS

Unless the particular provision or the context otherwise requires, and, except to the extent that a particular word or phrase is otherwise specifically defined in this **MOU**, the definitions and provisions contained in Article 3 of Chapter 1, Sections 2-1501, 2-1601, 2-1701, and 2-1903 of the Fresno Municipal Code, **hereinafter FMC**, shall govern the construction, meaning, and application of words and phrases used herein. The definition of each word or phrase shall constitute, to the extent applicable, the definition of each word or phrase which is derivative from it, or from which it is a derivative, as the case may be.

C. GOVERNING LAWS

The legal relationship between the City and its employees and the City and the Association is governed by * * * Government Code (Section 3500 et seq. commonly known as the Meyers-Milias-Brown Act) and Article 19 of Chapter 2 of the **FMC**, and in the event of conflict between said laws and this **MOU**, or in the event of conflicts in interpretation, said laws shall govern.

ARTICLE II

EMPLOYEE RIGHTS

A. GENERAL - EMPLOYEE RIGHTS

The rights of employees are set forth in **FMC** Section 2-1904 and said **Section presently reads** as follows:

"Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations including, but not limited to, wages, hours, and other terms and conditions of employment. Employees shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City. No employees shall be interfered with, intimidated, restrained, coerced, or discriminated against by the City or by an employee or an employee organization because of his exercise of any of these rights. No management employee or confidential employee shall act as a representative of any employee organization which represents employees other than management employees or confidential employees."

[§ deleted and moved]

B. EMPLOYEE RESPONSIBILITIES

All employees in the Police Management **Unit**, * * * acknowledge that the City shall consider the positions and proposals of the Association as the meet and confer positions and proposals of all employees, individually and collectively, in said **Unit**.

C. **NONDISCRIMINATION**

The provisions of this **MOU** shall apply equally to and be exercised by all employees * * * **without regard** to age, **gender**, **sexual orientation**, marital status, **religious creed**, race, color, * * * national origin, * * * **certain medical conditions and disabilities, being a Vietnam era or qualified special disabled veteran, union,** or political affiliation.

ARTICLE III

CITY RIGHTS

A. GENERAL

1. The rights of the City include those rights enumerated in **FMC** Section 2-1905, as the same may be amended from time to time. Specifically:
 - "(a) The exclusive rights of the City include, but are not limited to, the right to
 - (1) determine the missions of its constituent departments, divisions, commissions, and boards;
 - (2) set standards of service and municipal fees and charges;
 - (3) determine the procedures and standards of selection for employment, assignment, transfer, and promotion;
 - (4) direct its employees;
 - (5) take disciplinary action;
 - (6) relieve its employees from duty because of lack of work or for other legitimate reasons;
 - (7) maintain the efficiency of governmental operations;
 - (8) determine the methods, means, and personnel by which government operations are to be conducted;
 - (9) determine the content of job classifications;
 - (10) take all necessary actions to carry out its mission;
 - (11) exercise complete control and discretion over its organization and technology of performing its work."
2. The rights of the City include the determination of staffing levels, including but not limited to, staffing by shift and class. Minimum staffing levels, by shift, area, and day of the week, shall be established by appropriate **departmental** order.

3. All other rights formerly or presently enjoyed by or vested in the City on the effective date of this **MOU** and not mentioned in * * * **Section 1.(a)** are retained by and reserved to the City.
4. Nothing in this **MOU** shall be construed as delegating to others the authority conferred by law on the City, or in any way abridging or reducing such authority.
5. This **MOU** is not intended to restrict consultation in good faith with the Association regarding matters within the right of the City to determine.

ARTICLE IV

RECOGNITION * * *

A. RECOGNITION OF UNIT DESCRIPTION

The Police Management **Unit** consists of all employees holding a permanent position, as defined in **FMC** Section 2-1601.1(p)(4), in one of the following classes (**hereinafter collectively referred to as employee unless otherwise specified**), provided that such **Unit** may be modified from time to time in the manner designated in the **FMC**:

Police Lieutenant
Police Captain
Deputy Police Chief

B. ASSOCIATION RECOGNITION

The City acknowledges the Association as the recognized employee organization representing the * * * **Unit**, and therefore, shall meet and confer in good faith promptly upon request by the Association and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on * * * **a successor MOU** at least one week prior to the last regular Council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter. In order that the meet and confer process includes adequate time for the resolution of impasses, the City will entertain meet and confer process proposals from the Association as early as March 1, **2004**.

C. CITY RECOGNITION

The Association recognizes the City Manager of the City, or such other person as * * * may **be designated** in writing, as the designated representative of the City, and shall meet and confer in good faith promptly upon request by the City and continue for a reasonable period of time in order to exchange freely information, opinions, and proposals, and to endeavor to reach agreement on matters within the scope of representation at least one week prior to the last regular council meeting at which the City budget must be adopted for the ensuing fiscal year in order to meet the June 30 deadline specified in the City Charter.

D. RECOGNITION OF MUTUAL OBLIGATION

The Association and the City recognize and acknowledge their mutual obligation and responsibility to effectuate the purposes set forth in, and to adhere to the conditions and clauses set forth in this **MOU**.

E. STRIKES

No strikes of any kind shall be caused or sanctioned by the Association during the term of this **MOU**.

F. UNILATERAL ACTION

In the event the meet and confer process * * * **for a successor** MOU results in an impasse, **as defined in the FMC**, the City shall not take unilateral action regarding wages, hours, and other terms and conditions of employment prior to completion of * * **the** impasse * * * procedures **outlined in the FMC**.

ARTICLE V

SCOPE OF REPRESENTATION

A. GENERAL

"Scope of representation" shall be as defined in **FMC** Section 2-1903(w), as the same may be amended from time to time. Said **Section** presently reads as follows:

"Scope of representation" means all matters relating to employer-employee relations, including, but not limited to, wages, hours, and other terms and conditions of employment. Employee rights, as set forth in Section 2-1904, and City rights as set forth in Section 2-1905(a), are excluded from the scope of representation.

ARTICLE VI

*** * * DEDUCTIONS AND ASSOCIATION BUSINESS**

A. GENERAL

[§ deleted]

1. The City shall deduct the dues or benefit premiums, or both, upon proper authorization by Association members in the Unit.
2. If a member in the Unit desires the City to deduct dues or benefit premiums from the member's paycheck, a deduction authorization shall be made upon a Dues Deduction Authorization card in the form specified in FMC Section 2-1919, as the same may be amended from time to time.
3. A Dues Deduction Authorization card may be revoked by a member in the Unit, and the dues or benefit deduction canceled, only during the months of November and December of any year.
4. If a member in the Unit desires to revoke prior dues deduction authorization card, a dues deduction revocation shall be made upon a Dues Deduction Revocation card in the form specified in FMC Section 2-1919, as the same may be amended from time to time.
5. Upon written authorization by a retired member of the Association, the City shall deduct credit union payments and Association dues monthly from the retirement check of such retired member and forward same to the credit union or Association as designated in such authorization.
6. Dues Deduction Authorization and Revocation cards are available at the Finance Division, Payroll, and Human Resources Division.

B. EXCEPTIONS TO DUES DEDUCTION AUTHORIZATION CARD

The earnings of employees who opt to join the Association must be sufficient after other legal and required deductions are made to cover the amount of the dues deduction authorized. When * * * **an employee** is in a nonpay status for an entire pay period, no dues deduction shall be made from future earnings to cover that pay period, nor will the * * * **employee** be allowed to deposit with the **City** Controller the amount which would have been deducted if the member had been in a pay status during the

pay period. Whenever the member's salary is not sufficient to cover other legal and required deductions, no dues deduction or deposit shall be made.

C. DUES DEDUCTION CHECK

1. The dues deduction check covering all such deductions shall be transmitted to the Fresno Police Officers Association.
2. The dues deduction check shall be made in favor of the Fresno Police Officers Association.
3. A dues deduction check will be transmitted at least monthly.

D. DUES CHECKOFF/DEDUCTIONS

Rules governing dues checkoff, dues deduction authorization, **exceptions to dues deduction authorization card**, and dues deduction revocation are set forth in the **FMC**, as the same may be amended from time to time.

E. ASSOCIATION BUSINESS

1. **Employees occupying classes represented by the Association shall have their monthly vacation leave accrual levels (denoted in MOU Article VII, Section G, vacation leave), reduced by .583333 hours per month, which shall be placed in a time bank and administered by the department for Association business use. Officers designated by the Association may, with the approval of the department, attend Association business, including such activities as attendance at Association membership and Board meetings, PORAC and other similar conferences, and direct involvement in charitable Association activities. Time banked under this provision may also be designated by the Association to cover members who Absent with Substitute (AWS) for designated Association members who are attending to Association business. The department is not required to grant time off for Association business if it will require filling the position on an overtime basis.**
2. **The Association Chairman may use the time banked under this provision for Association business in eight (8) hour increments to a maximum of 24 hours per week.**
3. **Any time spent by the Association Chairman, and by members**

designated by the Association to be on such business, shall be deducted from the Association's time banked balance. It is further agreed by the parties that once accrued vacation leave is donated to the Association, the City no longer has any obligation to compensate, either in cash or in equivalent time off, such members.

ARTICLE VII

*** * * COMPENSATION AND BENEFITS**

A. GENERAL

[§§ deleted]

All economic benefits, provided by Council ordinance or formal Council resolution and not otherwise clearly and explicitly modified or restricted in this Memorandum of Understanding, shall be continued without alteration during the term of this **MOU**.

B. * * * SALARIES, PENSION CONTRIBUTION AND PROMOTION

1. Salaries:

- a. Effective July 1, 2001, the five-step monthly salary range as reflected on Exhibit I, Table I, shall serve as the five-step monthly salary range used to calculate the salary increases provided for, and as reflected on Exhibit I, Table II.**
- b. Effective July 1, 2001, * * * salaries shall be increased by three percent (3%), as * * * reflected on Exhibit I, Table II.**
- c. Effective July 1, 2002, salaries shall be increased by three percent (3%), as reflected on Exhibit I, Table III.**
- d. Effective July 1, 2003, salaries shall be increased by three percent (3%), as reflected on Exhibit I, Table IV.**

[§§ deleted]

2. Pension Contribution:

The following applies to an employee's pension contributions:

- a. Effective the second pay period following Council approval of this MOU, and in lieu of the July 1, 2001, three percent (3%) salary increase detailed in Section B., Subsection 1.b. above, the City will pay the first three percent (3%) of an employee's share of**

his/her pension contribution, such adjustment to be permanent until the employee retires or separates from City service. This contribution will be pensionable. Employees who are in the Deferred Retirement Option Program (DROP) before July 1, 2001, or who enter DROP, will receive an equivalent supplement which is to be included in each employee's paycheck, but not be considered part of base pay.

- b. Effective July 1, 2002, the City will pay an additional one-half of a percent (.5%) toward the first part of an employee's share of his/her pension contribution, for a total of 3½%, such adjustment to be permanent until the employee retires or separates from City service. This contribution will be pensionable. Employees who are in the DROP before July 1, 2001, or who enter DROP, will receive an equivalent supplement which is to be included in each employee's paycheck, but not be considered part of base pay.
- c. Effective July 1, 2003, the City will pay an additional one-half of a percent (.5%) toward the first part of an employee's share of his/her pension contribution, for a total of 4%, such adjustment to be permanent until the employee retires or separates from City service. This contribution will be pensionable. Employees who are in the DROP before July 1, 2001, or who enter DROP, will receive an equivalent supplement which is to be included in each employee's paycheck, but not be considered part of base pay.
- d. Benefit payoffs (e.g., holiday, sick leave, vacation, etc.) shall be at the employee's applicable base rate of pay as reflected on Exhibit I, Table II (FY02), Table III (FY03), and Table IV (FY04).

3. Promotion:

- a. For * * * classes which have step increases (Police Lieutenant and Police Captain), * * * movement to the next higher step will be at the discretion of the Chief of Police, based on a performance evaluation on the anniversary date on which the employee was appointed to the position which demonstrates that the individual meets the job standards for that class.
- b. Effective July 1, 2001, the value of education incentive plan (EIP) premium pay held in the FPOA Unit 4 class at the time of

promotion to a FPOA Unit 9 class shall be considered in the calculations for determining step placement in the promotional class. In any event, step placement shall not be less than the "C" step level. This value consideration calculation is applicable solely to the promotional step placement determination described in this Subsection.

[\$ deleted]

C. SERVICE UNIFORM ALLOWANCE

[\$§ deleted]

Effective July 1, 2001, and each fiscal year thereafter during the term of this MOU, employees shall receive \$790 per year as a service uniform purchase and maintenance allowance, prorated and paid on a pay period-by-pay period basis.

D. FRESNO CITY EMPLOYEES HEALTH AND WELFARE * * * TRUST

The City and the Association agree that the Fresno City Employees Health and Welfare Trust has the authority to determine the benefits that will be provided during the term of this * * * **MOU**. The sole responsibility of the City under this clause is to provide a set dollar amount to be contributed to the Trust on behalf of the employees represented by the Association. * * * **The City will contribute only the dollar amount adopted by the Fresno City Employees Health and Welfare Trust for employee benefits during the term of this MOU, but not to exceed \$500 per month per employee.**

[\$§ deleted]

* * * In the event that the premium established by the Trust during the term of this MOU is greater than the City's agreed maximum contribution, the employee will be required to contribute the amount necessary to make up the difference through payroll deductions. In the event the City agrees to contribute an amount higher than the * * * **\$500** established herein on behalf of any other recognized bargaining unit whose members participate in the Fresno City Employees Health and Welfare Trust, the City agrees that it will reopen the meet and confer process on this item upon request by the Association **solely in fiscal years 2002 and 2003. This meet and confer is not subject to FMC Section 2-1916.**

E. LIFE INSURANCE AND LONG TERM DISABILITY BENEFITS

1. Life Insurance:

The Life Insurance benefit up to the active employees' 70th birthday is 100% of annual earnings, rounding up to the next \$1,000, with a maximum of * * * **\$150,000**. In addition, employees assigned to the bomb squad shall have accidental death, dismemberment and paralysis insurance coverage in the amount of * * * **\$250,000**.

2. Long Term Disability:

An employee is eligible for long term disability insurance after 30 days from the date of the disability or after all sick leave is exhausted, whichever is greater. The benefit amount is 66 2/3% of salary up to age 65. The maximum benefit period differs after age 61. For more specific information, refer to the insurance certificate.

F. DEFERRED RETIREMENT OPTION PLAN (DROP)

[\$ deleted]

* * * **An** employee * * * who enters DROP shall have an amount equal to fifty percent (50%) of * * * **the employee's** remaining unused sick leave balance credited toward the computation of retirement benefits as if it were a one-time payment at the base rate of pay in effect at the time the option is exercised by the employee. Upon entering DROP, the employee will be required to make a corresponding pension contribution on this amount.

G. LEAVES

1. Sick Leave:

Employees shall accrue sick leave at the rate of eight (8) hours for each completed calendar month of employment, with unlimited accumulation. The FMC, City administrative orders (except Administrative Order 2-20, Sick Leave Policy, shall not apply), policies, procedures, rules and regulations concerning leave administration will continue to apply. The attendance/health incentive component detailed below will also continue to apply, and any compensation received will be paid on an employee's regular payroll check.

[§§ deleted]

- a. At service retirement, employees will be compensated for only those unused sick leave balances in excess of 1,200 hours at two dollars (\$2.00) per hour.

[§§ deleted]

2. Vacation Leave:

- a. Employees shall accrue vacation leave hours for each completed calendar month of employment as reflected in the table below. (Pursuant to MOU Article VI, Section E, Subsection 1., each employee's applicable accrual rate will be reduced monthly by .583333 hours for Association timebank purposes.) Employees are allowed to accrue 400 hours of vacation leave.

Years of Continuous Employment	Accrual Rate (hrs./mo.)
More than 0	16.667

- b. No * * * **employee's** vacation accumulation **shall cease** due to refusal by the City to grant vacation leave prior to the * * * **employee's** reaching the vacation accumulation limit applicable to the * * * **employee's** position and length of service. In the event * * * **an employee** requests in writing vacation leave one month prior to the month in which the limit

would be reached, and such request is refused, the Chief of Police **or designee** shall extend the *** **employee's** accumulation limit for ninety (90) days, during which time the *** **employee** shall be scheduled for vacation leave sufficient to reduce the *** **employee's** balance below the accumulation limit.

3. Holiday Leave:

- a. *** **Employees** shall accumulate 8 2/3 hours of holiday leave for each completed calendar month of employment.
- b. Accumulated holiday leave shall not be paid down **by the department** below 96 hours (in accordance with FMC) without the consent of the employee.
- c. *** **Employees** may request payment for any holiday leave balance *
* * .

4. Administrative Leave:

*** **Employees** receive **48** hours of administrative leave each fiscal year. The Police Chief **or designee** may grant up to an additional **32** hours administrative leave each fiscal year to *** **employees**. This additional administrative leave will be based on superior job performance and merit as determined by the Chief **or designee**. The decision by the Police Chief **or designee** to grant such leave shall be made during June and is effective July 1 of the fiscal year in which it may be taken. *** **Employees** may receive payment for up to 48 hours of Administrative Leave not taken during the fiscal year * * *. Any administrative leave not taken or compensated for shall not be added to the leave credited in the next fiscal year.

H. WORKERS' COMPENSATION

- 1. Notwithstanding the provisions of FMC Section 2-1515, an employee in this **Unit** who suffers an injury or illness in the course and scope of * * * City employment shall receive eighty-five (85) percent of * * * full wages or salary from the City, beginning on the fourth calendar day of such absence, unless hospitalized on the first day for at least 24 hours, or unless the absence exceeds 14 calendar days, in which case the employee shall receive the pay provided in this **Section** from the first day. Except for the provision of full pay and its starting date (as modified herein), the remaining provisions of FMC Section 2-1515 shall apply. Employees on "light duty" as a result of an injury or

illness suffered in the course and scope of employment shall receive their regular salary during the period of light duty.

2. Partial days of absence due to injury or illness in the line of duty, including the day of injury, shall be at full pay and shall not count toward the three day exclusion period; however, this time shall be recorded as injury absence.
3. At the employee's option, in the event pay from the City is not provided during the first three days of absence due to injury or illness, the employee may take sick leave, vacation, or holiday leave for that period.
4. If the employee has used sick leave, vacation, or **holiday** for the first three days and it is later determined that pay is applicable from the first day, the leave time shall be restored to the employee and * * * **the employee's** pay adjusted accordingly.

If the employee has been on leave without pay for the first three (3) days and it is later determined that pay is applicable from the first day, the employee shall be paid therefor.

5. If an employee is placed on sick leave, vacation, or **holiday** pending determination as to whether the injury or illness is industrial, and the injury is determined to be industrial, sick leave, vacation, or * * * **holiday** will be restored **within 30 calendar days of such determination**, and the employee placed on injury leave as provided herein.
6. Retirement benefits shall not be reduced as a result of compensation at the eighty-five (85) percent rate.
7. Taxes shall not be withheld on compensation at the eighty-five (85) percent rates which are not taxable due to injury in the line of duty.

I. ASSIGNMENTS, ROTATION, AND WORK SCHEDULES

1. Assignments:

Assignments * * * are determined by the Police Chief **or designee** based on the needs of the Police Department.

2. Rotation:

It is the prerogative of the Police Chief **or designee** to rotate Police

Management personnel as necessary for the good of the service. * * *

3. 4/10 Work Week for Field Commanders:

- a. Police Lieutenants designated as Field Commanders of a Patrol Bureau in the Field Operations Division are assigned to a 4/10 work * * * **schedule**. It is the prerogative of the Police Chief **or designee** to reassign * * * **employees** to another schedule other than a 4/10 * * * as necessary for the good of the service.
- b. A **4/10** work * * * **schedule** consists of four (4) ten-hour work days. **The work week** * * * **begins** 0001 hours on Monday and * * * **ends** on 2400 hours the following Sunday. Each 4/10 **schedule within the work week** * * * **consists** of a total of forty (40) scheduled hours of actual work time * * * .
- c. An employee assigned to a 4/10 schedule who is off on a holiday which is a regular work day shall utilize leave balances accrued in the holiday hours bank, administrative leave bank, or vacation bank.
- d. Employees shall accumulate eight (8) hours sick leave per month, and receive sick leave pay for the actual number of hours absent.
- e. Employees on a 4/10 plan shall accumulate the same number of hours vacation per month as under a 5/8 plan. Vacation leave will be granted for the actual number of hours absent.

J. DEPUTY POLICE CHIEF STATUS

* * * **An employee** holding the position of Deputy Police Chief who is removed for reasons other than malfeasance or misconduct may return to a position in the previous class held. For example, if the Deputy Police Chief has previously held status as a Police Captain, the employee has return rights to a position in the class of Police Captain. The Police Chief **or designee** has the prerogative of assigning the former Deputy Police Chief as necessary for the good of the service. Time spent in the Deputy Police Chief position will be considered in determining seniority in the last previous job class held. No other employee in this **Unit** shall be demoted (bumped) to a position in a lower class as a result of this action.

K. CONSOLIDATION * * * OF SERVICES

The City recognizes its obligation to meet and confer with the * * * **Association** regarding consolidation of Police services with Fresno County, to the extent it affects wages, hours and other terms and conditions of employment for members of this unit. Notwithstanding the provisions of Article IX, Termination * * * , mention of this issue herein shall not preclude action by the City regarding consolidation after conclusion of the meet and confer process.

L. GRIEVANCES

1. A grievance is a dispute concerning the interpretation or application of any existing City policy, written rule or regulation governing personnel practices or working conditions, including this MOU. The grievance procedure relates only to existing rights or duties, not to the establishment or abolition of a right or duty. This procedure shall not apply to any dispute for which there is another established resolution procedure including, but not limited to, appeal to the Civil Service Board, Retirement Board, or unfair employer-employee relations charge fact finding procedure.
2. A written grievance must set forth the specific rule, regulation, or policy, claimed to have been violated, describe the specific incident or circumstances of the alleged violation, and specify the remedy sought. Any dispute between the parties as to the grievability of an issue or as to whether the requirements of this procedure have been met shall be presented to the Grievance Advisory Committee. The Committee shall rule on the dispute before proceeding with the hearing.
3. The procedure and sequence in filing and processing a grievance shall be as follows:
 - a. The * * * **grievant** or * * * **grievant's** representative shall discuss the grievance with the * * * **grievant's** immediate supervisor before a written grievance may be filed. Grievances should be settled as near as possible to their source and in as informal a setting as possible. The parties agree that every effort shall be made to find an acceptable solution through this informal process before a written grievance is filed.
 - (1) If the grievance is not settled through the informal process, a written grievance may be filed with the * * * **grievant's** immediate supervisor. A written grievance must be filed within twenty-one (21) calendar days from the time the * * * **grievant** becomes aware or should have become aware of the issue or incident giving rise to the problem. The grievance shall summarize the results of the informal process.
 - (2) Upon receipt of a written grievance, the immediate supervisor shall give the * * * **grievant** a written reply within seven (7) calendar days.

- b. Should the *** **grievant** not be satisfied with the answer received from *** **the** immediate supervisor, *** **the grievant** may within seven (7) calendar days, file an appeal with the Police Chief **or designee**. The Police Chief **or designee** shall have fourteen (14) calendar days after receipt of the appeal to review the matter, investigate and provide a written answer to the appeal, explaining clearly *** **the** decision or proposed action and reasons thereof. The Police Chief **or designee** may confer with the *** **grievant** and appropriate supervisors in an attempt to bring about a harmonious solution.
- c. If the *** **grievant** is not satisfied with the decision of the Police Chief **or designee**, *** **the grievant** may within seven (7) calendar days after receipt of the written reply, file a request for a review of the *** **Police Chief or designee's** decision to the Grievance Advisory Committee. The grievance shall be reviewed by the Association before it is referred to the Grievance Advisory Committee.
 - (1) From the date a grievance otherwise meeting all criteria for the filing and processing of a grievance reaches the Labor Relations Division, the Grievance Advisory Committee shall be convened within twenty-eight (28) calendar days in order to hear the grievance.
 - (2) All time limits herein may be extended by mutual agreement of the parties.
 - (3) The Grievance Advisory Committee shall talk to the *** **grievant** and the supervisor involved to set forth in writing the facts of the particular situation as objectively as possible and recommend a solution to the City Manager within fourteen (14) calendar days of their last meeting.
- d. The City Manager shall review the decision of the Police Chief **or designee**, recommendations of the Grievance Advisory Committee and shall then render a written decision to the employee within fourteen (14) calendar days after receipt from the Grievance Advisory Committee.
- e. Failure of the *** **grievant** to file an appeal within the specified time limit for any but the first step of the procedure shall constitute an abandonment of the grievance.

Failure of the responsible supervisor or official of the City to render a decision within the specified time limit established by this procedure shall automatically move the grievance to the next higher level for action, without action required of the * * * **grievant**.

4. The Grievance Advisory Committee shall be comprised of one employee selected by the Association, one employee selected by the City and a third individual to be mutually agreed upon by the City and the Association who shall serve as the Chairperson.
5. Employees and Association representatives shall be allowed reasonable time off without loss of pay to present grievances under this procedure.

[§§ deleted and moved]

ARTICLE VIII

*** * * HEADINGS, SAVING CLAUSE, AND FULL UNDERSTANDING**

A. Headings:

MOU article, provision, section, and paragraph headings (includes exhibits, addendums, attachments, agreements, and side letters) contained herein are solely for the purpose of convenience, and shall not effect the construction or interpretation of the language of this MOU.

B. Saving Clause:

In the event any article, section or portion of this **MOU** should be held invalid and unenforceable in any court of competent jurisdiction, such decision shall apply only to the specific article, section or portion thereof specified in the court's decision, and upon issuance of such a decision, the City and the Association agree to immediately meet and confer upon a substitute for the invalidated article, section, or portion thereof.

C. Full Understanding:

This MOU sets forth the full understanding and agreement of the parties as to the matters set forth herein. All previous MOU's between the parties regarding all such matters are hereby superseded and terminated in their entirety.

All previous side letters not attached to this MOU are hereby terminated in their entirety. Those side letter agreements attached to this MOU shall be in force and shall continue subject to the term(s) set forth therein. In the absence of any specified term in any such side letter, they shall terminate upon the expiration of this MOU. Any new side letter agreement entered into during the term of this MOU shall continue in force and effect subject to the terms and conditions described in the side letter. In the absence of any term in such new side letters, they, too, shall terminate upon the expiration of this MOU.

ARTICLE IX

TERMINATION

The provisions in this MOU shall be in full force and effect from July 1, 2001, to June 30, 2004, subject to the Sections (A., B., and C.) below:

- A.** This **MOU** shall become effective only after ratification by the members of this Unit, followed by City Council approval and the expiration of the waiting period for the Mayor's action provided in Charter sections 605 and 609, and shall remain in full force and effect through June 30, **2004**.
- B.** During the * * * **term** of this MOU, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation not addressed in this MOU, the party requesting any change shall request in writing to meet and confer on the item(s), which item(s) shall be specified in writing.
- C.** During the term of the MOU, either party may refuse any request by the other to meet and confer without explanation if (1) the item is directly considered and specifically addressed herein; or (2) is directly considered and specifically addressed in any FMC section, charter section or provision, or resolution section, which section specifically establishes wages, hours, or other terms and conditions of employment; or (3) the specific item was included in an initial written proposal from the party making the request during the meet and confer process which led to this agreement. Either party shall also have the right to refuse a request on any matter falling within the scope of representation and which would be the basis of a proper refusal under (1) - (3) supra, if the proposal, if accepted or implemented, would only become effective after the expiration of this MOU. No unilateral action on any such refusable proposal may be taken by the requesting party after such a refusal by the other.

IN WITNESS WHEREOF, the parties hereto set their hands this ____ day of _____, 2001.

FOR THE ASSOCIATION:

FOR THE CITY:

ROGER H. ENMARK
Police Captain, Chair-FPOA

JORGE C. AGUIÑIGA
Labor Relations Manager

ROBERT NEVAREZ
Police Captain

JERRY DYER
Assistant Police Chief

GREGORY L. GARNER
Police Lieutenant

LORI M. NAJERA
Senior Human Resources Analyst

ANDREW J. HALL
Police Lieutenant

**APPROVED AS TO FORM
CITY ATTORNEY'S OFFICE**

BY: _____
Deputy City Attorney

EXHIBIT I

BASE SALARY PRIOR TO PENSION CONTRIBUTION REDUCTION, AND FOR BENEFIT PAYOFF LEVELS FOLLOWING PENSION CONTRIBUTION REDUCTION

TABLE I

Police Management - Unit 9
Salaries Realigned As Of July 1, 2001

CLASS TITLE	A	B	C	D	E
POLICE LIEUTENANT	6172	6481	6806	7147	7504
POLICE CAPTAIN	7107	7463	7837	8229	8641
DEPUTY POLICE CHIEF*		4000	--	10,100	

BASE SALARY AFTER PENSION CONTRIBUTION REDUCTION



City of Fresno and FPOA Management Unit 9

TABLE II

Police Management - Unit 9
Salaries Effective July 1, 2001

CLASS TITLE	A	B	C	D	E
POLICE LIEUTENANT	6358	6676	7011	7362	7730
POLICE CAPTAIN	7321	7687	8073	8476	8901
DEPUTY POLICE CHIEF*		4000	--	10,100	

TABLE A

Police Management - Unit 9
Salaries Effective August 20, 2001

CLASS TITLE	A	B	C	D	E
POLICE LIEUTENANT	6172	6481	6806	7147	7504
POLICE CAPTAIN	7107	7463	7837	8229	8641
DEPUTY POLICE CHIEF*		4000	--	10,100	

TABLE III

Police Management - Unit 9
Salaries Effective July 1, 2002

CLASS TITLE	A	B	C	D	E
POLICE LIEUTENANT	6549	6877	7222	7583	7962
POLICE CAPTAIN	7541	7918	8316	8731	9169
DEPUTY POLICE CHIEF*		4000	--	10,100	

TABLE B

Police Management - Unit 9
Salaries Effective July 1, 2002

CLASS TITLE	A	B	C	D	E
POLICE LIEUTENANT	6358	6676	7011	7362	7730
POLICE CAPTAIN	7321	7687	8073	8476	8901
DEPUTY POLICE CHIEF*		4000	--	10,100	

TABLE IV

Police Management - Unit 9
Salaries Effective July 1, 2003

CLASS TITLE	A	B	C	D	E
POLICE LIEUTENANT	6746	7084	7439	7811	8201
POLICE CAPTAIN	7768	8156	8566	8993	9445

DEPUTY POLICE CHIEF*		4000	--	10,100	
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TABLE C

Police Management - Unit 9
Salaries Effective July 1, 2003

CLASS TITLE	A	B	C	D	E
POLICE LIEUTENANT	6549	6877	7222	7583	7962
POLICE CAPTAIN	7541	7918	8316	8731	9169
DEPUTY POLICE CHIEF*		4000	--	10,100	

* Executive range compensation plan class established by Council Salary Resolution